



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 12, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

IN REPLY PLEASE
REFER TO FILE:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 July 12, 2016


LORI GLASGOW
EXECUTIVE OFFICER

**SERVICES CONTRACTS
AWARD SERVICES CONTRACTS FOR CATCH BASIN CLEANOUT SERVICES FOR
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award seven services contracts for catch basin cleanout services for various locations throughout the Los Angeles County Flood Control District.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award two contracts to Clean Environmental, Inc., a Local Small Business Enterprise, for East Area A – Western for annual contract sum of \$543,892, which includes \$58,000 for disposal costs and for West Area A – Eastern for annual contract sum of \$310,946, which includes \$33,000 for disposal costs. These contracts will be for a term of 1 year commencing upon the Board's approval and execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,991,406 for East Area A – Western and \$1,710,203 for West Area A – Eastern, respectively.
3. Award three contracts to J & G Maintenance Services, Inc., for East Area B – Eastern for an annual contract sum of \$270,926, which includes \$29,000 for disposal costs; for South Area A – Western for an annual contract sum of \$434,998, which includes \$47,000 for disposal costs; and for

South Area B – Central for an annual contract sum of \$478,605, which includes \$51,000 for disposal costs. These contracts will be for a term of 1 year commencing upon the Board's approval and execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$1,490,093 for East Area B – Eastern; \$2,392,489 for South Area A – Western; and \$2,632,328 for South Area B – Central, respectively.

4. Award two contracts to Ron's Maintenance, Inc., a Local Small Business Enterprise, for South Area C – Eastern for \$464,576, which includes \$50,000 for disposal costs and West Area B – Western for \$427,098, which includes \$46,000 for disposal costs. These contracts will be for a term of 1 year commencing upon the Board's approval and execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,555,168 for South Area C – Eastern and \$2,349,039 for West Area B – Western, respectively.

5. Authorize the Chief Engineer or her designee, acting on behalf of the Los Angeles County Flood Control District, to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Chief Engineer or her designee, Clean Environmental, Inc.; J & G Maintenance Services, Inc.; and Ron's Maintenance, Inc., have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Chief Engineer or her designee, it is in the best interest of the Los Angeles County Flood Control District to do so.

6. Authorize the Chief Engineer or her designee, acting on behalf of the Los Angeles County Flood Control District, to annually increase these contracts' amounts up to an additional 10 percent of each annual contract sum for unforeseen, additional work within the scope of the contracts, if required, and to adjust the annual contract sum for each option year over the term of these contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent catch basin cleanout services for various locations throughout the Los Angeles County Flood Control District (District). The work to be performed will consist of trash and debris removal from the catch basins and inserts, monitoring and measuring of trash in catch basins and/or gutters, waste characterization of collected trash, and emergency catch basin cleaning. The contractors' service under this contract will benefit the District, the unincorporated County areas, and cities that have requested these services. Cleaning service work is anticipated to be performed on approximately 92,000 catch basins.

The District will offer these contract services to cities that have executed agreements to install inserts in District catch basins. The District may also enter into agreements with cities to clean city-owned catch basins. The Board's approval of the recommended contract awards and the subsequent execution of the contracts will ensure the timely completion of these cleaning services.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services

Delivery (Goal 3). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

Funding for the first year of these services is included in the Flood Fund Fiscal Year 2016-17 Budget. Total annual expenditures for these services; however, will not exceed the contract amount approved by the Board. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

The County will reimburse the District for cleaning costs incurred under the terms of all seven contracts for the 5,275 catch basin inserts installed in the unincorporated County areas using the funds available in the Public Works General Fund Fiscal Year 2016-17 Budget under the Unincorporated Area Stormwater Budget. The total estimated cost to the County for the initial terms of these contracts, including contingency, is \$500,000. Funding for subsequent contract years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process for both the Public Works General Fund and the District, which is subject to the Board's approval.

The contract for East Area A – Western is at an annual sum of \$543,892, which includes \$58,000 for disposal costs; the contract for East Area B – Eastern is at an annual sum of \$270,926, which includes \$29,000 for disposal costs; the contract for South Area A – Western is at an annual sum of \$434,998, which includes \$47,000 for disposal costs; the contract for South Area B – Central is at an annual sum of \$478,605, which includes \$51,000 for disposal costs; the contract for South Area C – Eastern is at an annual sum of \$464,576, which includes \$50,000 for disposal costs; the contract for West Area A – Eastern is at an annual sum of \$310,946, which includes \$33,000 for disposal costs; and the contract for West Area B – Western is at an annual sum of \$427,098, which includes \$46,000 for disposal costs plus 10 percent of each annual contract sum for unforeseen, for additional work within the scope of contracts and cost-of-living adjustments in accordance with these contracts. The contracts' amount is based on hourly rates and/or unit prices quoted by the contractors and our estimated annual utilization of the contractors' services.

Participating cities may also enter into agreements with the District to provide service in catch basins cleanout within the cities. Cities will be required to reimburse the District according to the rates established by the contracts with Clean Environmental, Inc.; J & G Maintenance Services, Inc.; and Ron's Maintenance Services, Inc.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Clean Environmental, Inc., located in Los Angeles, California; J & G Maintenance Services, Inc., located in Downey, California; and Ron's Maintenance, Inc., located in Downey, California. Clean Environmental, Inc., and Ron's Maintenance, Inc., are certified by the County of Los Angeles as Local Small Business Enterprises. These contracts will be for a term of 1 year commencing upon the Board's approval and execution by both parties, whichever occurs last with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

These contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Chief Engineer or her designee executing these

contracts, the contractors will sign and County Counsel will review them as to form. The recommended contracts with Clean Environmental, Inc.; J & G Maintenance Services, Inc.; and Ron's Maintenance, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Data regarding the proposers' minority participation is on file with Public Works.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable Memorandum of Understanding, on March 17, 2016, the Invitation for Bids (IFB) for this solicitation was submitted to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA.

CONTRACTING PROCESS

On April 4, 2016, a notice of the IFB was placed on the County's "Doing Business With Us" website (Enclosure B), "Public Works Business Opportunities" website, Twitter, and an advertisement was placed in the Los Angeles Times. Also, Public Works informed over 1,259 local small business enterprises about this business opportunity.

On May 11, 2016, nine bids were received. Bids were first reviewed to ensure they met the minimum requirements in the IFB. One bid was disqualified and rejected from further consideration for not meeting the mandatory minimum requirements. The remainder of the bids met the requirements as outlined in the IFB. It is recommended that these contracts be awarded to the apparent responsible contractors with the lowest responsive bids: Clean Environmental, Inc., for East Area A – Western and West Area A – Eastern; J & G Maintenance Services, Inc., for East Area B – Eastern, South Area A – Western, and South Area B – Central; and Ron's Maintenance, Inc., for South Area C – Eastern and West Area B – Western.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Architectural Engineering Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

AGREEMENT FOR
CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS
THROUGHOUT LOS ANGELES COUNTY (2016-AN005)

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the Los Angeles County Board of Supervisors, acting as the governing body of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as DISTRICT) and CLEAN ENVIRONMENTAL, INC., a California Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICT, of the CONTRACTOR'S bid filed with the DISTRICT on May 11, 2016, hereby agrees to provide services as described in this Contract for As-Needed Catch Basins Cleanout Services for various locations throughout Los Angeles County for East Area A - Western.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, List of Area Catch Basins; Exhibit H.1, Catch Basin Standard Plans and Specifications – Shop Drawings ARS; Exhibit H.2, Catch Basin Standard Plans and Specifications – Show Drawings CPS; Exhibit H.3, Catch Basin Standard Plans and Specifications; Exhibit I, Flood Maintenance Boundaries Map; Exhibit J, Area Catch Basins Location Maps (Dry Season); Exhibit K, Area Catch Basins Location Maps (Wet Season); Exhibit L, Weekly CB Cleaning Report; Exhibit M, CB Cleaning Report Form; and Exhibit N, Confined Space Manual, the CONTRACTOR'S bid, all attached hereto; Invitation for Bids; and Addenda to Invitation for Bids, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the Chief Engineer to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2, an amount not to exceed \$_____ per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board's approvals and execution by both parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, acting through the Chief Engineer, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole

discretion of the DISTRICT, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Chief Engineer will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Chief Engineer will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: The DISTRICT, acting through the County of Los Angeles' Department of Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICT Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage

IN WITNESS WHEREOF, the DISTRICT has, by order of the County of Los Angeles' Board of Supervisors, the DISTRICT'S governing Board, caused these presents to be subscribed by the Chief Engineer, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CLEAN ENVIRONMENTAL, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-AED961
Bid Title : Catch Basins Cleanout Services For Various Locations Throughout Los Angeles County (2016-AN005)
Bid Type : Service
Department : Public Works
Commodity : STORM DRAIN CLEANING, REPAIR, AND SLUDGE REMOVAL SERVICES
Open Date : 4/4/2016
Closing Date : 5/2/2016 5:30 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works invites bids for contracts for Catch Basins Cleanout Services for various locations throughout Los Angeles County (2016-AN005). The Los Angeles County Flood Control District, at the recommendation of the Department of Public Works may award up to a total of seven contracts for these services: two for East Area, three for South Area, and two for West Area. These contracts have been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://dpw.lacounty.gov/aed/contracts> or may be requested from Mr. Scott Pham at (626) 458-4069 or spham@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/aed/contracts>.

Bidders must identify the area(s) for which they are submitting bids and complete the corresponding Schedule of Prices, Form PW-2, specific to each area(s). Each area of East, South, and West will be awarded and evaluated independently. Bidders may submit a bid for one or more locations. See chart for more information:

East Area Contracts (2) Estimated Annual Amount
 East Area A – Western \$510,000
 East Area B – Eastern \$270,000

South Area Contracts (3) Estimated Annual Amount
 South Area A – Western \$420,000
 South Area B – Central \$480,000
 South Area C – Eastern \$500,000

West Area Contracts (2) Estimated Annual Amount
 West Area A – Eastern \$282,000
 West Area B – Western \$430,000

Minimum Requirements: Bidders must meet all minimum requirements set forth in the IFB document at the time of bid(s) submission including, but not limited to:

Subcontractors are not allowed for this service (disregard all references to subcontractor throughout this solicitation)

1. Bidder or its managing employee(s) must have a minimum of two years of experience cleaning catch basins including trash and debris capturing devices similar to the type of catch basin inserts to be maintained as outlined in Exhibit A, Scope of Work.
2. Bidder's on-site supervisor must have at least one year of experience cleaning catch basins including trash and debris capturing devices similar to the type of catch basin inserts to be maintained as outlined in Exhibit A, Scope of Work.
3. Bidder must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Bidders who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Bidder for permit fees along with a copy of proof of payment such as a cashier's check, money order, or cancelled check (transpired beyond five days).

A Bidders Conference will be held on Monday, April 18, 2016, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE BIDDERS OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS

MANDATORY. Public Works will reject bids from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid requirements, and contract terms. After the conference, bidders must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit bids is Monday, May 2, 2016, at 5:30 p.m. Please direct your questions to Mr. Pham at the number listed below.

Contact Name : Scott Pham

Contact Phone# : (626) 458-4069

Contact Email : spham@dow.lacounty.gov

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